

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

UNITED STATES DISTRICT COURT

for the

Middle District of Pennsylvania



Harrisburg Division

TERRY L AND MICHELLE L HOLLINGER ESTATE
c/o Terry L and Michelle L Hollinger, Grantor
Executor

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

SUNTRUST/TRUIST BANK
c/o William H Rogers, CEO

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No.

1:24-CV-903
(to be filled in by the Clerk's Office)

Jury Trial: (check one) ☐ Yes ☒ No

FILED
HARRISBURG, PA

JUN 3 2024

PER

DEPUTY CLERK

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	TERRY L AND MICHELLE L HOLLINGER
Street Address	325 East Butter Road
City and County	York and York County
State and Zip Code	Pennsylvania 17404
Telephone Number	717-880-9354
E-mail Address	mickshoemaker@hotmail.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	SUNTRUST/TRUIST BANK c/o William H. Rogers, Jr
Job or Title <i>(if known)</i>	CEO
Street Address	214 North Tryon Street, Suite 3
City and County	Charlotte and Mecklenburg County
State and Zip Code	North Carolina 28202
Telephone Number	980-985-8303
E-mail Address <i>(if known)</i>	

Defendant No. 2

Name	MCCABE, WEISBERG, & CONWAY, LLC c/o Christine Graham
Job or Title <i>(if known)</i>	Attorney
Street Address	1420 Walnut Street, Suite 1501
City and County	Philadelphia and Philadelphia County
State and Zip Code	Pennsylvania 19102
Telephone Number	215-790-1010
E-mail Address <i>(if known)</i>	cgraham@mwc-law.com

Defendant No. 3

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 4

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☐ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

U.S. Code 1746 Unsworn Declaration Under Penalty of Perjury

Rule 402, General Admissibility of Relevant Evidence

U.S. Code Section Statutes-at-Large; Content of Admissibility of Evidence, Only verified evidence under notary seal and penalty of perjury. Sub-chapter IV Alternative Means of Dispute in the Administrative Procedure. A natural third party to mediate without interest in either.

31 U.S. Code Administrative Remedies for False Claims and Statements

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, *(name)* Terry L and Michelle L Hollinger, is a citizen of the State of *(name)* Pennsylvania.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, *(name)* William H. Rogers, Jr, is a citizen of the State of *(name)* Do Not Know. Or is a citizen of *(foreign nation)* _____.

b. If the defendant is a corporation

The defendant, (name) SUNTRUST BANK a/k/a TRUIST BANK, is incorporated under the laws of the State of (name) Not Known, and has its principal place of business in the State of (name) North Carolina.
 Or is incorporated under the laws of (foreign nation) _____,
 and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

1. Breach of Contract: The Defendant (Respondent) accepted the perfected deed from the Plaintiff (Petitioner), only to breach the agreement by voiding any kind of administrative resolution, only to initiate foreclosure proceedings.
2. Violation of Truth-in-Lending for failure to provide full disclosure of the origin of credit and the source of the funds.
3. Violation of GAAP Accounting Principals concerning the theft of credit.
4. Forceful binding of an unilateral mortgage contract, without signatures, illegal securitization involving money laundering, wire fraud, and fraudulent inducement. SEE ATTACHED COMPLAINT

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Report of an audit accounting of the full amount of the theft of credit. Times ten from hypothecation, plus amount generated from the securitization, plus the total front loaded interest charges on a monthly basis for the full length of the mortgage up to the present date, plus twenty times for punitive damages to be paid via direct deposit or cashier's check. The right to keep the property of full right of ownership and exemption of real estate taxes is to be paid by Respondent (Defendant) for the full time that the dwelling is occupied by the family.
 THE AMOUNT IS UNKNOWN AND WILL REQUIRE AN INVESTIGATION OF THIRD PARTY AUDITOR TO CALCULATE THE AMOUNT.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

June 2, 2024

Signature of Plaintiff

Printed Name of Plaintiff

Terry L. Hollinger and Michelle Hollinger
**B. For Attorneys**

Date of signing: _____

Signature of Attorney _____

Printed Name of Attorney _____

Bar Number _____

Name of Law Firm _____

Street Address _____

State and Zip Code _____

Telephone Number _____

E-mail Address _____

On **May 7th** of 2024 at **1:22:49 PM** a perfected deed was filed and recorded with York County, Pennsylvania in Deed Book 2826, starting with Page no. **6474** total **28** pages.

The clerk of court mistakenly recorded the deed as a miscellaneous instrument on the parcel.

Petitioner(s) received no response from the court or **Christine Graham**.

On **May 16th**, Sheriff **Richard P. Keuerleber** had the deed transferred to **Paul Witmer** with an instrument number **2024028307**.

As of **May 25th**, Petitioner(s) have had no contact with **Paul Witmer** since the transfer of the deed.

Petitioner(s) acknowledged and accepted the deed as a process to compelled the contact that revised their status from Grantee to Grantor, thereby retaining all rights to Allodial ownership.

Pursuant to contract law, the Court has accepted the refiling and re-recording under a new book and page, and Petitioner(s) accepted the Court's acceptance of the deed updated as a tacit agreement, where was no controversy.

As a violation Sheriff **Richard P. Keuerleber** acted prematurely without the knowledge that there was a change in the status of the deed, or he acted knowingly. Whichever the case, there was a breach in the agreement between the **Petitioner(s)** and the **York County Court**.

Petitioner(s) claim that there was a breach in the agreement between them and the York County Clerk of Court, and they are seeking for an opportunity to cure on the part of the York County court and a restoration of ownership status of their deed. The recording of the deed by **Paul Witmer** violates the right of chain of title of the rightful owner. Being that the Grantor possess full power to control their estate, the perfected deed cannot be overturned.

Third part actors violating the law of contracts pursuant to U.S. Code 18 Section 23 Contracts will consider any continued action against the estate as a breach. It is understood that the United States law will apply to resolve any claim of breach of this contract.

The law firm of **McCABE, WEISBERG & CONWAY, LLC**, filed a **RULE TO SHOW CAUSE** into the **COURT OF COMMON PLEAS OF YORK COUNTY**, Docket Number **2019-SU-000858**, where **SUNTRUST** as Petitioner request to reinstate An action (the motion) that was ordered that a rule be issued upon **TERRY L** and **MICHELLE L HOLLINGER** to show cause why **Petitioner** is not entitled to the relief requested.

It is at this time that **TERRY L** and **MICHELLE L HOLLINGER** submit reasons why **Petitioner** is not entitled to relief requested.

There is a contract that was offered and conditionally accepted, and pursuant to the terms there was a tacit agreement between the parties. It was the understanding that after the deed was perfected and a change in status occurred from 'tenant in common' to '*land owner in common law*' that the **Petitioner(s)** were immune from non-judicial foreclosure since it only

applied to tenants and not land owners. We were expecting the opportunity execute a private administrative process that would give them a chance for a rightful defend the property.

MEMORANDUM OF LAW

The **Petitioner(s)** defense is within the following; Presentment of perfected Deed, and Decisions based on evidence only.

REASONS FOR DENIAL OF RELIEF

The presentment comprises Petitioner(s) as Acceptor's '*Official Notice of Facts*', a '*Demand for Answers*' and '*Disclosure of Information*' within and Administrative Remedy Under Notary Seal, Penalty of Perjury.

Definitions:

SUNTRUST BANK, a/k/a **TRUIST BANK**, and **William H. Rogers, Jr.** as **OFFERORS**.

TERRY L AND MICHELLE L HOLLINGER ESTATE c/o **Michelle Hollinger**, Grantor Executor as **ACCEPTORS**.

COMPLAINT FOR BREACH OF CONTRACT AND APPLIED REMEDY

Pursuant to Petitioner's Conditional Acceptance of an Unconscionable Contract Relating to Respondent's Offer of Foreclosure, And Petitioner's Summary judgment for Unlawful and Illegal Business Practices, Violations of Federal Law of Secured Financial Transactions and Federal Income Tax Evasion.

I.

NOTICE TO ATTORNEYS

To: MCCABE, WEISBERG & CONWAY, LLP, c/o Nathalie Paul, Esquire. *and Christine Graham*

Pursuant to: Trinsey v Pagliaro, D.C.Pa. 1964, 229 F. Supp. 647. *"Statements of counsel in brief or in argument are not facts before the court and are therefore insufficient for a motion to dismiss or for summary judgment."*

Trinsey v Pagliaro, D.C.Pa. 1964, 229 F. Supp. 647. *"Statements of counsel in brief or in argument are not facts before the court and are therefore insufficient for a motion to dismiss or for summary judgment."*

"Factual statements or documents appearing only in briefs shall not be deemed to be a part of the record in the case, unless specifically permitted by the Court" – Oklahoma Court Rules and Procedure, Federal local rule 7.1(h).

"Manifestly, [such statements] cannot be properly considered by us in the disposition of [a] case." United States v. Lovasco (06/09/77) 431 U.S. 783, 97 S. Ct. 2044, 52 L. Ed. 2d 752,

"Under no possible view, however, of the findings we are considering can they be held to constitute a compliance with the statute, since they merely embody conflicting statements of counsel concerning the facts as they suppose them to be and their appreciation of the law which they deem applicable, there being, therefore, no attempt whatever to state the ultimate facts by a consideration of which we would be able to conclude whether or not the judgment was warranted." Gonzales v. Buist, (04/01/12) 224 U.S. 126, 56 L. Ed. 693, 32 S. Ct. 463.

"No instruction was asked, but, as we have said, the judge told the jury that they were to regard only the evidence admitted by him, not statements of counsel", Holt v. United States, (10/31/10) 218 U.S. 245, 54 L. Ed. 1021, 31 S. Ct. 2,

II. ACCEPTANCE OF OFFER

We, Terry L and Michelle L Hollinger, or in receipt of your of PROPOSED SCHEDULE OF DISTRIBUTION that we received, dated

April 26, 2024, pursuant to docket number **2019-SU-000858**.

To stay in honor we, **Terry L and Michelle L Hollinger**, conditionally accept your offer, provided that you in return accept my terms and conditions on **May 6, 2025**.

First, let me begin in saying that I am aware that you are a debt collector for **SUNTRUST BANK a/k/a TRUIST BANK**, as and you may have been aware of my pending mortgage and potential foreclosure situation.

We, **Terry L and Michelle L Hollinger**, am also that, certain federal laws that are designed to protect us in your endeavor to collect payments from us bind you from undeserved remedy.

Secondly, We, **Terry L and Michelle L Hollinger**, as **(ACCEPTOR)** need **SUNTRUST BANK a/k/s TRUIST BANK**, to make full disclosure under *The Truth In Lending Act* 15 U.S.C. §1601, *Privacy Act* Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 the requirement of a lender to respond and act to a alleged borrower's request for disclosure and information regarding a purported debt.

Thirdly, Pursuant to *Trinsey v Pagliaro*, **OFFEROR** will have to decide whether **OFFEROR** is acting as representative for **SUNTRUST BANK a/k/a TRUIST BANK**, or a witness an attorney cannot occupy both positions. **William H. Rogers**, as **CEO**, will have to appear in his own person to defend his claim against me. No hiding behind the corporate veil.

This acceptance is presented with peaceful intentions expressly for your benefit to provide you with due process and the opportunity to make full disclosure under penalty of perjury.

Nothing herein shall be deemed or intended to harass, intimidate, cause alarm, offense, fear or impede public procedures, and any such assumption is deemed a billable impairment of **ACCEPTOR'S** claim.

NOTICE: OFFEROR'S failure to respond shall result in acceptance of joint and several liabilities.

ACCEPTOR sees no evidence to the contrary.

This is **Terry L and Michelle L Hollinger's** Conditional Acceptance of offers made by the below listed entities.

Definitions: undersigned, referred hereinafter identified as:

OFFERORS

**Christine Graham, Esq,
MCCABE WEISBERG, AND CONWAY, LLC**
1420 Walnut Street, Suite 1501
Philadelphia, PA 19102

**William H. Rogers, CEO
TRUIST BANK**
214 North Tryon Street, Suite 3
Charlotte, NC 28202

**Adrine Todman, Secretary
US DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT**
451 7th Street SW
Washington, DC 20410

ACCEPTOR

ACCEPTORS are **Terry L Hollinger**, on behalf of **TERRY L HOLLINGER**, and **Michelle L. Hollinger**, on behalf of **MICHELLE L HOLLINGER**, as the, as Authorized Representatives, Principals, and Secured Parties of and for the **TERRY L AND MICHELLE L HOLLINGER ESTATE**.

ACCEPTORS hereby states that they are of legal age and competent to state on belief and personal knowledge that the facts set forth herein as duly noted below are true, correct, complete, and presented in good faith regarding the account listed **TERRY L AND MICHELLE L HOLLINGER ESTATE**.

ACCEPTORS for the **TERRY L AND MICHELLE L HOLLINGER ESTATE**, **CONDITIONALLY ACCEPTS** the offers made to them on

April 24, 2024, pursuant to the financial accounting phase of mortgage acquisition at the beginning to the transaction between **TRUIST BANK** and **William H. Rogers, Jr.**, and the accepting parties listed herein.

Each and every **OFFEROR** accept the conditions of the following:

1. Provide the '*Origin of Credit*' '*Source of the Funds*' for the transactions
2. Provide the identification of the alleged Original Lender with proof of transaction and satisfaction.
3. Review perfected **ACCEPTORS'** deed for your 100% approval, or provide **ACCEPTOR** with any and all dispositions, point-by-point contrary to the information in within the deed.

OFFEROR has (21) twenty-one business days to offer their tacit agreement, and retract/void/nullify all conditions set forth **OFFEROR's**, *unilateral (unsigned)* where there will be no controversy.

or

OFFEROR can breach this '*Express Private Contract Trust Relationship Agreement*' and defend their position of claim with verified evidence under notary seal and penalty of perjury in the United States Federal District Court.

ACCEPTOR'S conditions are pursuant to **OFFERORS** making full disclosures under *The Truth In Lending Act* 15 U.S.C. §1601, *Privacy Act* Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 the requirement of a lender to respond and act to a alleged borrower's request for disclosure and information regarding a purported debt.

It is presented with peaceful intentions expressly for your benefit to provide you with due process and the opportunity to make full disclosure under penalty of perjury.

Nothing herein shall be deemed or intended to harass, intimidate, cause alarm, offense, fear or impede public procedures, and any such assumption is deemed a billable impairment of my claim.

III. NOTICE

OFFEROR'S failure to respond may result in acceptance of joint and several liabilities.

ACCEPTOR sees no evidence to the contrary.

The undersigned, **TERRY L AND MICHELLE L HOLLINGER ESTATE** c/o **Terry L. Hollinger**, is hereafter referred to as **ACCEPTOR**.

ACCEPTOR, is the **Grantor** on the "*Grantor's Entitlement Land Patent Deed*".

ACCEPTOR is the **Executor** of the **TERRY L AND MICHELLE L HOLLINGER ESTATE**.

ACCEPTORS, hereby states that they are of legal age and competent to state on belief and personal knowledge that the facts set forth herein as duly noted below are true, correct, complete, and presented in good faith regarding the account listed **TERRY L AND MICHELLE L HOLLINGER**.

All associated account numbers for the various banks, lenders, mortgage servicers, etc. are listed and identified within the deed under revocations.

It is now incumbent on all parties listed; purported original lending institution, successor in ownership, and/or loan servicer, Hereinafter, referred to as **OFFEROR**, under the *Truth In Lending Act* 15 U.S.C. §1601, *Privacy Act* Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 must explain your and my lawful position regarding my purported Mortgage Loan.

If **OFFEROR** refuse to stipulate that the loan originator and/or **OFFEROR** by successor in ownership, or the Corporation for whom you purport to be the owner of **ACCEPTORS'** Mortgage, and you as servicer of the purported

Law Firm is **NOT** the **Creditor** of our “*Original Mortgage Loan*,” successor in ownership, and/or loan servicer, **OFFEROR** must cease any and all collection activity and surrender or make notice to the purported owner whom you allegedly represent; **OFFEROR** must return the Deed and/or Deed of Trust, and (See *Black’s Law Dictionary* 6th Ed. “*Genuine*”) **NOTE** to me and make restitution and remedy within twenty-one (21) days.

This is a valid request under The *Truth In Lending Act* 15 U.S.C. §1601, *Privacy Act* Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. §2605 the requirement of a lender to respond and act to a alleged borrower’s request for disclosure and information regarding a purported debt between an alleged **Creditor** and an alleged **Debtor**.

Accordingly, if **William H. Rogers, Jr., CEO**, is acting on behalf of **TRUIST BANK**, or any other alleged lending institution; their successor and/or loan servicer, please be aware that they are not the **Creditor** in this Matter.

ACCEPTORS are the **Creditor** the **Lender** in this matter.

OFFEROR, cannot be the **Creditor** in this instant matter because **OFFEROR** and/or any of **THE HEREIN LISTED ALLEGED Creditors** none risked any assets, nor are any of them are holding any assets.

An Alleged **Creditors** cannot be a **Creditor** if they don’t hold the asset in question, [*i.e.: the NOTE and/or the property; and Mortgage Pass-through Trusts, i.e. R.E.M.I.C., as defined in Title 26, Subtitle A, Chapter 1 Subchapter M, Part II, §§ 850- 862*] cannot hold assets for if they do their tax exempt status is violated and the Trust itself is void *ab initio*.

Under The *Truth In Lending Act* 15 U.S.C. §1601, *Privacy Act* Title 5 U.S.C. § 552(b) (4), and Title 12 U.S.C. § 2605.

OFFERER must inform **ACCEPTORS**, and the **IRS** and the **SEC** of and whom **OFFEROR** purports to service the loan for as to **OFFERORS** and

their status of either being a **Creditor** and/or not being a **Creditor**.

OFFEROR, may have purported to be the lending institution, successor in ownership, and/or loan servicer have committed acts of **fraud** upon **ACCEPTOR**, and the public in general, and are the single cause of this paradox and absent **OFFEROR** stating the claim as **Creditor** or "**true**" representative of the **Creditor** cannot claim a debt or collection thereof.

IV. AFFIDAVIT OF FACTS

1. **ACCEPTORS**, are the **Creditor** in this matter, and **OFFEROR** is the **Debtor** in this matter.

2. **OFFEROR** is not the **Creditor**, or an Assignee of the **Creditor**, in this instant matter.

4. **ACCEPTORS** are not the **Debtor** in this matter.

5. **OFFEROR** is not the Real Party in Interest in this instant matter.

6. **OFFEROR** and/or any of the **LISTED ALLEGED CREDITORS** did not put their assets at risk in this instant matter.

7. **OFFEROR** and/or any of the **LISTED ALLEGED CREDITORS** may have only "*lent debt/credit*" in this instant matter.

8. **OFFEROR** and/or any of the **LISTED ALLEGED CREDITORS** co-mingle definitions to confuse and/or mislead the "*Borrower*" in addressing the distinct products of a mortgage. Specifically the two separate documents are "**MORTGAGE**" and "**NOTE**." Some references refer to the **MORTGAGE** as Mortgage, Mortgage Agreement, Agreement, Mortgage Contract, Deed of Trust, Security Deed and Contract herein **ACCEPTOR** refers to the "**MORTGAGE**" as Mortgage or Contract. The "**NOTE**" is referred to as Note, Mortgage Note, Deed of Trust Note, and Promissory Note, herein **ACCEPTOR** refers to the "**NOTE**" as Note or Promissory

Note.

9. OFFEROR and OFFEROR, and or any of the LISTED ALLEGED CREDITORS purposely destroyed the “GENUINE” ORIGINAL NOTE to “securitize” a new and Fraudulent NOTE.

10. OFFEROR and/or any of the LISTED ALLEGED CREDITORS are calling the NOTE, PROMISSORY NOTE, and/or DEED OF TRUST NOTE a NOTE when in reality the NOTE is a security by “true” definition (See: 15 U.S.C. §78c 10).

11. OFFEROR and/or the LISTED ALLEGED CREDITORS as such, are buying, selling and/or trading NOTES as fraudulent securities.

12. OFFEROR and/or any of or the LISTED ALLEGED CREDITORS use “legalese” in the mortgage documents as a means of stripping the alleged “Borrower’s” right to defense, converting Real Property from its true owner to OFFEROR and/or any OFFERORS and such is a criminal act of “conversion through fraudulent means” and, therefore, the mortgage documents are evidence of a criminal act(s) and cannot be used as such, used by the OFFEROR in this instant matter. (See: Black’s Law Dictionary 6th Ed. “Understand”)

13. The United States has a primary mortgage Right and/or OFFEROR and/or any of the LISTED ALLEGED CREDITORS in fraudulent and unlawful mortgage process and documents cannot circumvent status on the real property in question and such.

14. OFFEROR and/or any of the LISTED ALLEGED CREDITORS have been paid in full for the “contract” in question.

15. OFFEROR, and/or any OFFEROR will fail to join “all indispensable parties” as such joinder would be *prima facie* evidence OFFEROR and/or any of OFFEROR fraudulent acts of securitizing the “NOTE.”

16. OFFEROR and/or any OFFEROR are involved in the securitization of the “Promissory Note” and are indispensable parties to this action and MUST be joined as one in any rebuttal, response, reply, answer, and/or the

like by **OFFEROR** or any **OFFEROR**.

17. OFFEROR and/or any **OFFEROR** are using a corporate entity and/or TRUST in furtherance of fraudulent act(s).

18. OFFEROR and/or any of **OFFEROR** have no immunity for their fraudulent act(s).

19. OFFEROR and/or any **OFFEROR** are joint and several responsible for **ALL** of **ACCEPTOR'S** losses, cost fees, and/or damages; *including without limitations*, emotional damages, damages, inclusive of but not limited to: alienation of affection from: spouse, boy and/or girl "**friend**", friends, children, pets, co-worker(s), client(s), customer(s), and any and all other parties affected directly and or indirectly and/or collaterally even if caused by my inability to deal emotionally with the financial issues; as said issues are and have been caused by **OFFEROR** and/or any of

20. OFFEROR is committing fraudulent act(s)

21. ACCEPTORS alleges through deceptive practice and without "*full disclosure*" the Mortgage agreement, Deed of Trust, and or note have deceptive meaning clauses like cognovit note, waive the rights of presentment, confession of judgment, waiver of presentment," and/or other Granting Clauses that give power of sale without the right to rebut to any multiple number of banks and/or mortgage companies and as such are failure to disclose.

22. These words of art "*legalese*" hereafter referred to as "cognovit," are fraudulently being used to "block my right to protest in the courts or back door non-judicial judgment to assert, presume, and/or prove that my right to rebut and/or litigate is waived.

23. This was not fully disclosed and as such is a violation of The *Truth In Lending Act* 15 U.S.C. §1601, *Privacy Act* Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 and therefore, makes ANY waiver of my ability to dispute a foreclosure void. *See: D. H. Overmyer Co. Inc., of Ohio Et al., v. Frick Co., 405 U.S. 174 (1972), "A maker of a confession of judgment voluntarily, intelligently, and knowingly waives due-process rights it*

otherwise possesses to prejudgment notice and hearing, and does so with full awareness of the legal consequences, when:

- (1) the cognovit does not involve unequal bargaining power or overreaching;
- (2) the agreement is not a contract of adhesion;
- (3) the cognovit provision is obtained for adequate consideration;
- (4) the cognovit is a product of negotiations carried on by parties with the advice of competent counsel; and
- (5) the maker, despite cognovit, is not defenseless under state law.”

24. ACCEPTORS hereby claim all five (5) elements are required for a cognovit clause to be valid in

25. ACCEPTORS have been purposely violated **OFFEROR** and/or any **OFFEROR** to deprive **ACCEPTORS** of her Civil Rights under ‘*color of law*’ in the state and the Federal law.

26. ACCEPTORS alleges that **OFFEROR** has singularly and/or collectively violated provisions of the *Fair Credit Reporting Act (FCRA)*, **15 U.S.C. § 1640, 1666 and 1681**, by wrongfully, improperly and illegally reporting negative information as to me to one or more Credit Reporting Agencies, resulting in my having negative information on my credit reports and the lowering of my *Fair Isaac Corporation (FICO)* score. **ACCEPTORS** hereby dispute any debt and demand **OFFEROR** to change any and all negative information reported to Credit Reporting Agencies or **OFFEROR** will be in violation of *The Truth In Lending Act* **15 U.S.C. §1601**, *Privacy Act* Title 5 **U.S.C. § 552(b)(4)**, and Title 12 **U.S.C. § 2605**.^[L]_{SEP}

27. ACCEPTORS, hereby question the authenticity of **ALL** dates and/or **ALL** signatures by **ALL** parties on **ALL** documents, including without limitations, notarized documents, “*contracts*,” “*deeds*,” “*titles*,” affidavits, and/or the like, including without limitations the dates and/or signatures by notary publics, officers, employees, and any and **ALL** parties attesting to any and **ALL** claims, facts, accounting, transfers, recordings, publications,

and/or the like, etc.

28. ACCEPTORS, disavow any and **ALL** implied and/or conferred and/or inferred “understanding” of “*legalese*” terms now and at the time of the “*signing*” of any and **ALL** of the documents pertaining to the purported Mortgage.

Recoupment – (1) The recovery or regaining of expenses **Applying the** se-off so you can get back what you gave and what you are entitled to. (2) The withholding for the equitable part or all of something that is due. This is all equitable action in admiralty style instruments.

Black’s Law Dictionary : **IOU** – a memorandum acknowledging a debt. See also a due bill. **DUE BILL** – See: **IOU**.

29. SIGHT DRAFT – A draft that is due on the bearers demand; or on proper presentment to the drawer. Also termed a demand draft. A draft is an unconditional order signed by one person, the drawer directing another person, the drawee, to pay a certain sum of money on demand or at a definite time to a person, the payee, or to bearer.

30. ACCEPTORS alleges that **OFFEROR** are required to file an **FR 2046**.

31. This is a balance sheet. Under 12 *U.S.C.* §§**248** and **347**, **OFFEROR** is required to file a balance sheet. **OFFEROR** is required to do so quarterly or on a weekly basis. **OFFEROR** file these balance sheets with the Federal Reserve Board (FRB).

32. The balance sheet shows the assets and liabilities that **OFFEROR** use in the accounting.

33. OFFER’S liability is **ACCEPTORS’** Promissory Note/Mortgage HUD 1003 Application.

34. It is **OFFEROR’S** liability because it is an asset to **ACCEPTORS**.

35. These reports are filed on OMB forms in which the public has a right to disclosure under the Privacy Act.

36. If **OFFEROR** shifts the assets off the books, **OFFEROR** has to report to the FRB where it went, so you and they can follow it.

37. **OFFEROR** is mandated to give cash receipts on any deposit and have failed to provide me with my cash receipt.

38. The deposit of my promissory note was made to a demand deposit account. **OFFEROR** is required to show it on **OFFEROR'S** books, but **OFFEROR** is not doing that. **OFFEROR** is doing an offset entry.

39. **ACCEPTOR** is going to subpoena the auditor if necessary to prove same. Auditors keep track of where the assets went. Under Title 12 USC 1813(L)(1) when **ACCEPTOR** gives/deposits a bank/mortgage company or the subsequent supposed loan owner obtains a promissory note, it becomes a cash item and they are required to give me a cash receipt.

40. **OFFEROR** owes **ACCEPTOR** that money under a recoupment or asset.

41. **ACCEPTOR** takes the receipt back,

42. **OFFEROR** should give **ACCEPTOR** something back.

43. **ACCEPTOR** calls it an offset in accounting, but in the *Uniform Commercial Code (U.C.C.)* it is called a recoupment. Under U.C.C. 3-306, there cannot be a holder in due course on a promissory note after **OFFEROR** deposits it.

44. **OFFEROR** has to do an off balance sheet entry.

45. This means **OFFEROR** takes **ACCEPTOR'S** note after **OFFEROR** sells it, instead of showing it on **OFFEROR** balance sheet, **OFFEROR** move it over to some other entities' balance sheet. It is no longer on **OFFEROR'S** books.

45. This is called off balance sheet bookkeeping under FAS 125 securitization accounting, FAS 140 Offsetting of financial assets and liabilities, FAS 133 derivatives on hedge accounts, FAS 5, and FAS 95. These are the resource materials for understanding this process.

47. The note is not under an subsidiary negotiable instrument any more; it is a security. All banks and mortgage companies follow these standards.

48. OFFEROR is mandated by Title 12 *U.S.C.* to follow **G.A.A.P.** and **G.A.A.S.**

49. OFFEROR have a local **FASB** and an international **IFASB**.

50. They also cover derivatives. **FAS 140** relates to *U.C.C.* §§ **3-305, 306.**

51. If **OFFEROR** do not know how to do offsets, refer to **FAS 133** for settling and closing.

52. ACCEPTOR is demanding recoupment settlement and closure.

53. Once I, the creator of the promissory note have signed it and others are using it, recoupment means **ACCEPTOR** wants her **FREE** and **CLEAR** or have the account set off.

54. Recoupment in practice is a counterclaim in a civil procedure. I am the creditor on the liability side or the accounts payable.

55. OFFEROR must use my accounts payable as an offset or counterclaim to the financial asset side that is the receivable. Under **FAS 140**, **ACCEPTOR** is entitled to a setoff.

56. When **ACCEPTOR** makes a deposit, is a cash receipt, cash proceed? **YES!!!** Everything becomes a cash proceed in commercial law under Article 9 and **OFFEROR** shows it as a cash proceed.

57. OFFEROR must give **ACCEPTOR** a credit to my account that is actually a cash receipt to me, the customer and/or the purported borrower.

58. Then OFFEROR does a cash payment to the bank, the bank sells the note. They do a Home Equity Line Of Credit (HELOC) and sell it to warehouse lending institutions.

59. Under civil Rule 13; **ACCEPTOR**, hereby bring a mandatory counterclaim and demand copies of the S3 registration statement, the form **OFFEROR** filed that shows **OFFEROR** sold the note that is a transfer, the

424(b)(5) prospectus, the balance sheets, **FR 2046, 2049, and 2099s**, that have OMB numbers on them and are subject to disclosure under the Privacy Act, *Title 5 U.S.C. § 552(b)(4)*.

60. Should **OFFEROR** fail to make disclosure you will be in violation of *TILA 15 U.S.C. § 1601, Privacy Act Title 5 U.S.C. § 552(b)(4)*, Fair Debt Collections Practices Act; *15 U.S.C. § 1692, and Title 12 U.S.C. § 2605*.

61. Should **OFFEROR ACQUIESCE ACCEPTOR** demand the following **RELIEF REMEDY**:

62. Return the **GENUINE ORIGINAL PROMISSORY NOTE** and **ALL MONEY PAID** [by **ACCEPTOR** to all of **OFFERORS**, with a full disclosure of accounting of such including **FR 2046s**] to **ACCEPTOR** forthwith;

63. If **OFFEROR** is not able to return the **GENUINE ORIGINAL PROMISSORY NOTE** to me forthwith then **OFFEROR** is therefore admitting to **OFFEROR'S** unlawful attempt to convert real property without cause and/or right and payment.

64. Immediately remit a check or other negotiable instrument to me for ten times all monies expended in maintenance, upkeep and remittances to **OFFEROR** individually and/or collectively plus original down payment and value of the **NOTE** as damages;

65. **OFFEROR** individually presents to **ACCEPTOR** an Affidavit stipulating that **OFFERORS** singular and collectively haS **NO RIGHT** to the real property in question.

66. **OFFEROR CANCELS** the **DEED** and **DEED OF TRUST** and all other documents pertaining to ownership of the real property in question to **ACCEPTOR**.

67. **OFFEROR** singular and collectively does not **STATE THE CLAIM UNDER PENALTY OF PERJURY** that **OFFEROR** singularly and/or collectively are the **CREDITOR** in this instant matter, **OFFEROR** singularly and/or collectively agree to accept '*Judgment by Default*' in favor

of **ACCEPTOR**;

64. If **OFFEROR** singularly and/or collectively does **STATE THE CLAIM UNDER PENALTY OF PERJURY**, that singularly and/or collectively **OFFERORS** are the **Creditors** in this instant matter, **OFFEROR**, singularly and collectively agree to deliver acknowledgement of such forthwith to the S.E.C. and the I.R.S.

68. Under Civil Rule 13, **ACCEPTOR** hereby brings a mandatory counterclaim! Provide **ACCEPTOR** recoupment under U.C.C. § 3-305.

69. **ACCEPTOR** makes a claim under U.C.C. § 3-306,

70. **ACCEPTOR** has a possessory **NOTE** and property claim against the cash proceeds under the liability side of **OFFEROR'S** ledger.

71. **OFFEROR** calls it an offset in accounting, but in the U.C.C. it is called a recoupment. Send me remittance for that balance and provide complete accounting of the **FR 2046s**.

72. **OFFEROR** to change any negative information reported to Credit Reporting Agencies or **OFFEROR** will be in violation of *TILA 15 U.S.C. §1601, Privacy Act Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605*

73. Should **OFFEROR** come out with an affidavit of a lost note or destroyed instrument remember; Under U.C.C. §3-309 **OFFEROR** will have to show three elements to claim a lost instrument:

1) **OFFERORS** were in possession at the time it was lost;

2) **OFFERORS** have the right of enforcement of the note;

3) **OFFERORS** have to show that the obligor on the note is transfer.

74. **OFFEROR** have lost the **NOTE**. In *Lambert v. Firststar Bank*, 83 Ark. App. 259, 127 S.W. 3d 523 A(2003), complying with the Statutory Foreclosure Act does not insulate a financial institution from liability and

does not prevent a party from timely asserting any claims or defenses it may have concerning a mortgage foreclosure A.C.A. §18-50-116(d)(2) and violates the honest services clause of Title 18. As such, failure to make full disclosure and restitution within (21) twenty-one days creates joint and several liabilities for **OFFEROR** (and you personally) and **OFFEROR'S** company.

V.
ADMINISTRATIVE REMEDY PROCEDURE

75. ACCEPTOR, by Restricted Appearance, is hereby exhausting their administrative remedy within the Admiralty and or Equity by providing Notice of the same to **ALL ABOVE LISTED OFFERORS**.

76. As an operation of law, **ACCEPTOR** is required to exhaust their administrative remedy. The Administrative Remedy within the admiralty document is mailed as identified in the Notary or Witness Affidavit of Service.

77. As with any administrative process, **ALL ABOVE LISTED OFFERORS** may controvert the statements and/or claims made by Affiant by executing and delivering a verified response point by point, in affidavit form, sworn and attested to under penalty of perjury, signed by Libellee or other officer of the corporation with evidence in support by Registered Mail to Notary or Witness Acceptor.

78. Answers by any other means are considered a non-response and will be treated as a non-response.

79. OFFERORS must agree and admit to all statements and claims made by Affiant by **TACIT PROCURATION** by simply remaining silent.

80. OFFERORS, must additionally be subject to postal statutes and the jurisdiction of the Universal Postal Union.

VI.
ESTOPPEL BY ACQUIESCENCE

81. In the event **OFFERORS**, or Officer, Employee, or Associate with/of any bank, fails to respond, they individually and collectively admit the statements and claims by **TACIT PROCURATION**, all issues are deemed settled **RES JUDICATA**, **STARE DECISIS** and **COLLATERAL ESTOPPEL**.

82. **OFFERORS**, their President/CFO, staff, may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial. (See, *Black's Law Dictionary* 6th Ed. For any terms you do not "*understand*"). Furthermore, you have not produced the "**GENUINE**" Mortgage and **NOTE** to provide proof of a claim wherein relief may be granted, as required by all States and *F. R. Civ. P.* Rule 12 (b)(6).

83. **OFFEROR'S** failure to completely answer and respond will result in your agreeing not to argue, controvert, or otherwise protest the finality of the administrative findings in any process, whether administrative or judicial as certified by Notary or Witness Acceptor in an Affidavit Certificate of Non Response in **OFFEROR'S** violation of *TILA 15 U.S.C. §1601*, *Privacy Act Title 5 U.S.C. § 552(b)(4)*, and *Title 12 U.S.C. § 2605*

84. Should **OFFEROR** fail to respond, provide partial, unsworn, or incomplete answers, they are not acceptable by me or any court of law. See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952).

85. **OFFERORS** made no request for an extension of time in which to answer the request for admission of facts and filed only an unsworn response within the time permitted," thus, under the specific provisions of State Law and *Fed. R. Civ. P. 36*; the facts in question were deemed admitted as true.

86. **OFFEROR'S** failure to answer is well established in the court. *Beasley v. U. S.*, 81 F. Supp. 518 (1948), **ACCEPTOR**, therefore, hold that the requests will be considered as having been admitted."

87. Any action(s), by any and all **OFFERORS** in any court or other forum,

undertaken against Affiant, outside this Administrative Remedy by any and all **OFFERORS**, is a trespass against Affiant and will result in an increase in the amount of the True Bill of ten (10) times the original amount and will continue to increase in the multiple of ten (10) for each and any additional trespasses.

88. OFFERORS are granted twenty-one (21) days to respond to the statements and claims herein and/or provide **RELIEF/REMEDY** included herein.

89. This is an opportunity for **OFFERORS** answer *The Truth In Lending Act* 15 U.S.C. §1601, *Privacy Act* Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 requirement of lender to answer inquiries of debtor under signature, social security number (for proof of identification) and under penalty of perjury.

90. In the event you default and fail to properly respond to all questions, allegations, and produce required documentation, including return of the Genuine Note, Deed/Deed of Trust, I have included the below true bill for you to honor in lieu of answering my questions.

VII. ACCOUNTING AND TRUE BILL

91. ACCEPTOR is entitled to return of all funds paid by **OFFERORS** and/or **TERRY L AND MICHELLE L HOLLINGER ESTATE** for time that the mortgage was enforced including maintenance, upkeep, and improvements, the security called a promissory note or equal value where Affiant and/or **ACCEPTOR** remitted monthly payments, plus all late fees and interest fraudulently charged, and \$175.00 per hour x 150 hours \$26,250 for all time spent on all letters to **OFFERORS** making a claim for the length of time that the mortgage was enforced.

VIII. COMPUTED AS FOLLOWS

Amount of alleged loan of \$142,000 x (10) for hypothecation = \$1,423,000.00 x 30% interest over 4 years = \$429,000.00, added to \$1,423,000.00 = \$430,423,000.00.

Punitive damages 4 X \$430,423,000.00 = \$1,721,692,000.00

104. Total Including Rights Violations \$1,721,692,000.00 as of the beginning of June, 2024.

105. "Deadline" is defined as 5:00 p.m. on the twenty-first (21st) day after your receipt of this affidavit as shown on the return receipt PS Form 3811 and/or confirmation of electronic signature from the U.S. Postal Service.

107. "Failure to respond" is defined as a blank denial, unsupported denial, inapposite denial, such as, "*not applicable*" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See; Sieb's Hatcheries, Inc and Beasley, Supra.

108. OFFEROR'S Failure to respond can result in OFFEROR'S acceptance of personal liability external to qualified immunity and waiver of any decision rights of remedy.

108. Completion of this process will result in Administrative Judgment certifying that administrative remedy has been exhausted and will comprise agreement to estoppels of all further action pursuant to the said settlement.

IX. REMEDY

110. Mail to ACCEPTOR'S mailing location exactly as shown below:

A notary public has been used as a courtesy disclosure of United States admissions to prevent injury to corporations, persons, legal fictions, etc. Such usage and the use of corporate codes, statutes, citations, case rulings or other private corporate regulations is coincidental and does not and shall not

be deemed an election to submit to a foreign jurisdiction or consent, real, imagined or implied, to waive any rights, ownership, title, claim, or defenses.

**X.
FURTHER I SAYETH NOT.**

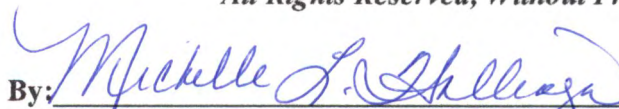
111. This document is now hereby considered publicly published and placed upon the record. Respondents have twenty-one (21) days to respond and rebut. Affiant hereby accepts any Respondent's tacit agreement where there will be no controversy. This Affidavit if un-rebutted shall become the judgment. This document will serve as lawful evidence and will be filed, recorded and published in the public registry and will stand as sovereign in commerce.

**XI.
LEGAL NOTICE**

112. No statutory or constitutional court (whether it be an appellate or Supreme Court) can second-guess the judgment of a court of record. *"The judgment of a court of record, whose jurisdiction is final, is as conclusive on the entire world as the judgment of this court would be. It is as conclusive on this court as it is on other courts. It puts an end to inquiry concerning the fact, by deciding it."*

Ex parte Watkins, 3 Pet., at 202-203. [cited by **SCHNECKLOTH v. BUSTAMONTE, 412 U.S. 218, 255 (1973)**]

By: 
TERRY L AND MICHELLE L HOLLINGER ESTATE
c/o Terry L Hollinger, 'Grantor'
All Rights Reserved, Without Prejudice,

By: 
TERRY L AND MICHELLE L HOLLINGER ESTATE
c/o Michelle L Hollinger, 'Grantor'
All Rights Reserved, Without Prejudice,

By: Terry L Hollinger
TERRY L AND MICHELLE L HOLLINGER ESTATE
c/o Terry L Hollinger, 'Grantor'
All Rights Reserved. Without Prejudice.

By: Michelle L Hollinger
TERRY L AND MICHELLE L HOLLINGER ESTATE
c/o Michelle L Hollinger, 'Grantor'
All Rights Reserved. Without Prejudice,

BY: Immanuel D gh
Unofficial witness

JURAT

YORK COUNTY)
) Acknowledged & Accepted
PENNSYLVANIA STATE)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed this document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of this ~~ENTITLEMENT LAND PATENT DEED~~

Complaint for Breach of Contract and Applied Remedy

I, Jordan E Lee as an Pennsylvania Nation State Republic Notary Public, York County was received by the person who autographed this document and who showed evidence that they are the person whom they are said to be via evidence of valid identification.

This Acknowledgement Acceptance was autographed before me on June 1st 2024

Jordan E Lee
Notary, All Rights Reserved Without Recourse

Commonwealth of Pennsylvania – Notary Seal
Jordan E. Lee, Notary Public
York County
My commission expires December 10, 2024
Commission number 1387508

My Commission Expires On: 12/10/2024

Seal

